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6 Attorneys for Defendants GARY D. MCKAY
and CATHLEEN A. MCKAY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ROUND VALLEY INDIAN TRIBES.

CASE NO. C04-2320 JSW

Plaintiff,
v.

AMENDED STIPULATED DISMISSAL

GARY D. MCKAY and CATHLEEN A.
MCKAY, and DOES 1 through 10, inclusive,

Defendants.

17 IT IS HEREBY FURTHER STIPULATED by and between the parties to this action,
18 Plaintiff Round Valley Indian Tribes (“RVIT”), by and through Eugene W. Jamison, Jr., RVIT
19 President, and Ronald W. Lincoln, Sr., RVIT Vice-President, and Defendants Gary D. McKay and
20 Cathleen A. McKay (“McKays”), at the continued Settlement Conference held on May 9, 2006,
21 before the Magistrate Judge Nandor S. Vadas, that the Stipulated Dismissal, filed December 6,
22 2005, and Order Granting the Stipulated Dismissal issued December 9, 2005, be amended as
23 follows:

24 1. On or before May 12, 2006, RVIT shall place into escrow with an escrow company
25 agreed to by the parties the amount of \$100,000.00 as a nonrefundable deposit.

26 2. Escrow previously agreed to close on April 15, 2005, will now close on June 16,
27 2006 and on June 16, 2006 the escrow company shall deliver all funds deposited with the escrow
28 company to the McKays without any delay and without further instruction from any party or the

1 Court.

2 3. If escrow does not close on or before June 16, 2006, the parties agree to liquidate the
3 damages in the amount of \$1,000.00 per day calculated from June 1, 2006, until the actual close of
4 escrow.

5 4. Upon payment to the escrow company of all monies due and owing, RVIT and the
6 McKays shall execute all documents necessary to effectuate the actual close of escrow and transfer
7 of title of the McKay Ranch from the McKays to RVIT.

8 5. Plaintiff RVIT waives any claims, objections, or right to challenge the previous
9 appraisals that were made in this case and agrees that the parties stipulated that the purchase price of
10 the McKay Ranch is One Million, Four Hundred Eighty Five Thousand, Six Hundred Ninety-Four
11 Dollars and Fifty-two Cents (\$1,485,694.52).

12 6. The McKays have until June 15, 2006, to remove any remaining personal property
13 located on the McKay Ranch, and the McKays shall deliver the keys and RVIT shall take possession
14 of the McKay Ranch immediately following the actual close of escrow.

15 7. All other terms and conditions of the previous Stipulated Dismissal not in conflict
16 with this amended Stipulated Dismissal shall remain in full force and effect and the Court shall
17 retain jurisdiction to resolve any disputes arising hereunder.

18 8. The parties to this agreement represent and warrant to the other party and to the
19 Court that they have the actual and legal authority to be bound by the terms of the Stipulated
20 Judgment, the terms of this Amended Stipulated Judgment, and hereby are bound to said terms.

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1 For Plaintiff:

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4 Dated: 6-15-06

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7 Dated: 06-15-06

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10 APPROVED AS TO FORM:

11 Dated: 6-15-06

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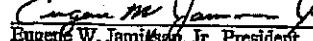
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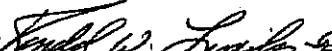
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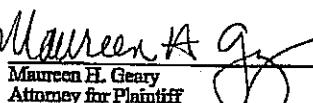
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Eugene W. Jamison, Jr., President

Round Valley Indian Tribes


Ronald W. Lincoln, Jr., Vice-President

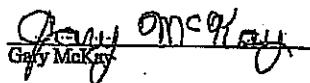
Round Valley Indian Tribes


Maureen H. Geary

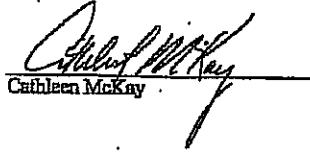
Attorney for Plaintiff

1 For Defendants:

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3 Dated: 5-31-06

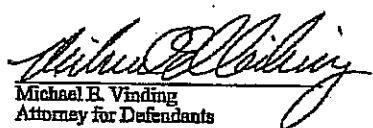

Gary McKay

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5 Dated: May 31, 2006


Cathleen McKay

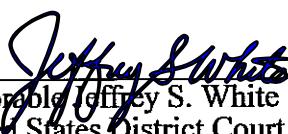
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7 APPROVED AS TO FORM:

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9 Dated: 06-01-06


Michael E. Vinding
Attorney for Defendants

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2 IT IS SO ORDERED.
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Dated: June 21, 2006


Honorable Jeffrey S. White
United States District Court Judge

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